

502 KAR 40:030. Criminal justice information exchange user agreement.

RELATES TO: KRS 16.130

STATUTORY AUTHORITY: KRS 16.060, 16.080, 16.130

NECESSITY, FUNCTION, AND CONFORMITY: KRS 16.080 provides that the commissioner may establish rules and administrative regulations for the government and operation of the Department of State Police. KRS 16.130 mandates that the commissioner shall cooperate with criminal justice agencies by exchanging criminal justice information. This administrative regulation establishes criteria for the exchange of criminal justice information via the LINK system by those criminal justice agencies within the Commonwealth of Kentucky by means of a criminal justice information exchange user agreement contract.

Section 1. All criminal justice terminal agencies within the Commonwealth of Kentucky that participate in the LINK system shall enter into a user agreement with the Department of State Police as prescribed by the commissioner. (A copy of the user agreement is available from the Kentucky State Police Records Section, Louisville Road, Frankfort, Kentucky 40601.) (See Appendix A.)

APPENDIX A
CRIMINAL HISTORY RECORD INFORMATION
EXCHANGE AGREEMENT

BETWEEN

AND

This agreement, made and entered into this ____ day of ____, 19__ by and between _____, a terminal agency of a communications system, hereinafter referred to as LINK and _____, a nonterminal agency, hereinafter referred to as Satellite Agency.

PURPOSE OF AGREEMENT:

The Terminal Agency agrees to furnish the Satellite Agency such criminal record information as is available in the Kentucky State Police computerized Criminal Justice Information System files and further agrees to furnish such criminal record information as is available in the FBI National Crime Information Center (NCIC) Computerized Criminal History files, Interstate Identification Index data base and National Law Enforcement Telecommunication System.

DISCIPLINE:

The Satellite Agency agrees to abide by all present rules, policies and procedures which regulate the collection, storage and dissemination of criminal record information. In addition, Satellite Agency agrees to abide by any rules, policies and procedures which have or may be adopted which regulate the collection, storage and dissemination of criminal record information. Further, the Satellite Agency agrees to comply with the National Crime Information Center (NCIC) and National Law Enforcement Telecommunication System (NLET) rules, policies and procedures which are incorporated by reference into this agreement.

The Kentucky State Police and the Terminal Agency each reserve the right to immediately suspend furnishing any information provided for in this agreement to the Satellite Agency when any state or federal law, rule, policy or procedure regulating the collection, storage and dissemination of criminal record information is violated or appears to have been violated. The Kentucky State Police and the Terminal Agency may jointly, at its discretion, reinstate the Satellite Agency privileges when violations are resolved satisfactorily.

SECURITY AND PRIVACY:

The Satellite Agency agrees to maintain logs and dissemination records which identify individuals and agencies requesting criminal record information and the purpose of each request. Also, the logs and dissemination records shall include times and dates of each request plus information which identifies the particular record requested. Such logs and records shall be subject to audit by the Terminal Agency, the Kentucky State Police and/or FBI National Crime Information Center Staff.

PROVISIONS:

The Satellite Agency agrees to indemnify and save harmless the Terminal Agency, the Kentucky State Police, administrator of LINK; its officials and employees from and against any and all claims, demands, actions, suits and proceedings by others arising out of false arrest, imprisonment, or any cause of action brought about by negligence on the part of the Satellite Agency in the exercise or enjoyment of this agreement.

AGREEMENT PERIOD:

This agreement is effective through the _____ day of _____, 19____ at which time the agreement may be renewed upon agreement of the parties.

In WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by authorized officials and officers.

Terminal Agency:

BY:

TITLE: (Chief Law Enforcement Official)

DATE:

BY:

TITLE: (Chief Executive Officer of Governmental Entity) (i.e., County Judge-Executive, Mayor, etc.)

DATE:

Satellite Agency:

BY:

TITLE: (Chief Law Enforcement Official)

DATE:

BY:

TITLE: (Chief Executive Officer of Governmental Entity) (i.e., County Judge-Executive, Mayor, etc.)

DATE:

APPROVED: (Commissioner), Kentucky State Police, 919 Versailles Road, Frankfort, Kentucky 40601. (12 Ky.R. 1566; eff. 4-17-86.)